GOVERNMENT OF KARANATAKA

BRUHAT BENGALURU MAHANAGARA PALIKE N R SQUARE, BENGALURU-02

REQUEST FOR PROPOSAL, for

Conducting FT4, TSH and Vitamin B-12 Lab tests to Pregnant women of BBMP UPHCS, Maternity Home, and Referral Hospitals on outsource basis

RFP Reference number: BBMP/2024-25/SE0865

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This is to certify that M/s……has been carrying out the _____ services from……..to……involving……...Tests. 44

Further, the agency also deploying…….number of Specialist at District level & …….. number of Specialist & ……. Staff Nurses. 44

Their performance is found to be Good/ Satisfactory/ Average. 44

(Authorized seal & signature) 44

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This is to certify that M/s……has been carrying out the Blood Test services from……..to……involving……..Tests. 45
Further, the agency also deploying…….number of Specialist at District level & …….. number of Technicians & …….. Staff Nurses. 45
Their performance is found to be Good/ Satisfactory/ Average. 45
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RFP SCHEDULE

1.	Tender Reference No.	:	**BBMP/2024-25/SE0865**
2.	Date of Commencement of Download of Tender Document from Karnataka public procurement portal website http://kppp.karnataka.gov.in	:	On 25/07/2024 onwards
3.	Date, Time & Venue of Pre-bid Meeting	:	29/07/2024 at 11:00 AM at the following venue: Office of the CHO(PH) ground Floor, Annexe-3 Building Bengaluru-560002.
4.	Last Date and Time for uploading Online Queries in Karnataka public procurement portal	:	29/07/2024 up to 5:00 PM
5.	Last Date and Time for uploading of Tender in Karnataka public procurement portal	:	08/08/2024 up to 5:00 PM
6.	Date and Time of Online Opening of Technical Bids in Karnataka public procurement portal	:	09/08/2024 5:10 PM
7.	Address for Communication	:	Chief Health Officer (Public Health), Office of the CHO ground Floor, Annexe-3 Building Bengaluru-560002. Email:choph515@gmail.com

Note:

- Completed tenders shall be uploaded through e-tendering system by the Tenderers using their User ID on or before the last date & time stipulated.
- In the event of the specified date of opening of Technical Bid (First Cover) being declared a holiday for the Purchaser, the Technical Bid will be opened on the next working day.

Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of Government of Karnataka represented by the Chief Commissioner BBMP, (Authority) or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal pursuant to this RFP (the "Bid"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP and subsequently provided to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bidding Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.
The Authority may in its absolute discretion, but without being under any obligation to do so, update, amendor supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Definitions

In this Contract, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"**Actual Project Implementation Date**" means the date on which the Commencement Approval Letter is obtained by the Service Provider from the Authority/Representative for Commencing Required Test Services;

"Authority" means Government of Karnataka represented by the; Chief Commissioner BBMP, (Authority)

"Bid" shall mean the technical bid and financial bid submitted by the Bidder, in response to this RFP, in accordance with the terms and conditions hereof;

"Bidder" shall mean a single business entity or a Consortium that has submitted a Bid in accordance with the provisions of this RFP;

"Chartered Accountant" shall mean a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949

"Conditions Precedent" have the meaning set forth in section 2, clause 13 of this RFP;

"Consortium" shall have the meaning set forth in section 1, sub-clause 9.1 of this RFP;

"Contract" shall mean the contract between the Authority and the Successful Bidder in accordance with the provisions of the RFP;

"Cure Period" means the period specified in this Contract for curing any breach or default of anyprovision of this Contract by the Service Provider for such breach or default and shall:

(a) commence from the date on which a notice is issued by the tenderer/ his representative to the service provider asking the latter to cure the breach or default specified in such notice;

(b) Does not relieve the service provider from liability to pay Damages or compensation under the provisions of this Contract; and

(c) not in any way be extended by any period of Suspension under this Contract; provided that if the cure of any breach by the Service Provider requires any reasonable action by the Service Provider that must be approved by the Authority hereunder, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

"Financial Bid" shall have the meaning set forth in section 1, sub-clause 4.2.2 of this RFP;

"Financial Capability" shall have the meaning set forth in section 1, sub-clause 7.2 of this RFP;

"Force Majeure or Force Majeure Event" shall have the meaning set forth in Section 2 clause 24 of this RFP;

"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Contract and which act or event causes a material financial burden or loss to either Party;

"Performance Security" shall have the meaning set forth in Section 2 clause 14;

"Performance Standards" shall the meaning set forth in Appendix-T;

"Project Agreements" means this Contract, the financing agreements and any other agreements or contracts that may be entered into by the Service Provider, before signing of the service agreement with any

person in connection with matters relating to, arising out of or incidental to the Project and the sameintimated to and agreed by the tenderer.

"Project Facilities" means the facilities put to use by the Service Provider for providing diagnostic laboratory services including applicable charges for Pickup of Samples,

"RFP" shall mean this Request For Proposal along with all formats and draft Contract attached hereto and shall include any modifications, amendments alterations or clarifications thereto;

"Scheduled Project Implementation Date" means within 15 working days date occurring on the completion of 15 days from the date of signing of the Contract or any extension thereof in accordance with the terms of the Contract,for Conducting Test Services;

"Service Provider" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"Service Provider Default" shall have the meaning set forth in Section 2, sub-clause 21.1;

"Successful Bidder" means the Bidder selected by the Authority, pursuant to this RFP to perform the Scope of the Project as per the terms of the Contract, and to whom the LOA has been issued;

"Technical bid" shall have the meaning set forth in Section 1 clause 4.2.1;

"Termination" means the expiry or termination of this Contract;

"Termination Notice" means the communication issued in accordance with this Contract by one Party to the other Party terminating this Contract;

Section 1- Instructions to Bidders

1. General Instructions

1.1. The Bidder should prepare and submit its offer as per instructions given in this section.

1.2. The tenders shall be complete with all documents. Those submitted by fax or by email with attachments shall not be considered.

1.3. The tenders which are for only a portion of the components of the job /service shall not be accepted. (The tenders /Bids should be for all components of the job /service).

1.4. The prices quoted shall be firm and shall include all applicable taxes and duties. This shall be quoted in the format as per attached Appendix-F only.

1.5. The Bids (technical and financial) shall be submitted (with a covering letter as per Appendix-E) before the last date of submission.

1.6. Drug Distributor License issued by the competent authority for procurement, storing, and distribution of drugs across Karnataka State, in the name of the bidder and in case of consortium/ Joint Venture, in the name of the any one of the Partner (within one month from the date of award of contract).

2. Inspection of site and equipment

2.1. Deleted

3. Bid Security

3.1. The Bids would need to be accompanied by a Bid Security for an amount/EMD 2,74,500/- (Refer table in qualification criteria)

3.2. The Bidder shall pay the Bid Security/ EMD of Rs. 2,74,500/- through Karnataka public Procurement portal Website, through any one of the following e-payment options only.

Online payments:

1. Credit Card
2. Debit Card
3. Internet Banking
4. NEFT/RTGS

3.3 For further details regarding e-payment, please refer to Karnataka public Procurement portal Website.

Note: The Authority shall not be held responsible in case of failure on part of the Bidder to furnish part of the Bid Security through Karnataka public Procurement portal Website or for rejection of Bids by Karnataka public Procurement portal Website for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

3.4 The Bid Security shall be returned to the unsuccessful Bidders within a period of 4 Weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be released upon furnishing of the Performance Security and entering into the contract in the form and manner as stipulated in the Contract.

3.5 Deleted.

3.6 Deleted.

3.7 Bid Security of a Bidder may be forfeited without prejudice to other rights of the Authority, if the Bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender or if it comes to notice that the information /documents furnished in its tender is incorrect, false, misleading or forged. In addition to the aforesaid grounds, the successful Bidders' Bid Security will also be forfeited without prejudice to other rights of Authority, if it fails to furnish the required performance security within the specified period.

3.8 **Indemnity Clause:** The Department of Health & Family Welfare Services/BBMP will not be liable for payment of any damages or claims arising out of any omission/commission for the services provided by the service provider. The service provider will be solely responsible for settlement of all damages and claims arising out of the service provision under this contract. The service provider will be responsible for any legal expenses arising out of the claims/ legal disputes arising out of the service provision under this contract. The service provider shall indemnify the tenderer/Authority for any of such acts committed thereon.

4 Preparation of tender

4.1 The tender is to be submitted electronically on Karnataka public Procurement portal of Government of Karnataka.

4.2 The Bidders would need to submit the following documents:

4.2.1 **Technical Bid** shall include the following:

a. Bid Security/EMD 2,74,500/-
b. Undertaking regarding furnishing Performance Security in case of award of contract.
c. Original tender document duly stamped and signed in each page along with the Forwarding Letter as per Appendix-E.
d. Particulars of the Bidder as per Appendix-D.
e. Copy of the Income Tax Returns acknowledgement for last three financial years i**.e. 2020-21, 2021-22 & 2022-23.**
f. Copy of audited accounts statement for the last three financial years i.e. **2020-21, 2021-22 & 2022-23.**
g. Power of attorney in favor of signatory to tender documents.
h. Copy of the certificate of registration of GST, EPF, ESI and with the appropriate authority valid as on date of submission of tender documents.
i. A duly notarized declaration from the Bidder in the format given in Appendix-H to the effect that the firm has neither been declared as defaulter or black-listed by any competent authority of Government of India OR Government of any State.

4.2.2 **Financial Bid** for the project should be furnished in electronic mode only, in the slot provided in the Karnataka public Procurement portal website. Financial Bid shall be the cost per tests in Indian Rupees. The prices shall be firm and inclusive of all taxes and duties presently in force.

4.2.3 The price is for per test cost ((FT4, TSH & Vitmain-B12 shall be denoted as one test) _____ and factors all the, HR (trained & qualified staff/doctors, Nurses, technicians, and all other consumables etc.), operational and maintenance cost for the project. Break up details of the each test cost shall be provided at the time of signing the contract. (Consumables, HR and Others (Applicable)).

4.2.4 The price shall remain valid for 1 years for acceptance and the prices quoted shall remain constant for the duration.

4.2.5 The Bids submitted shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date.

4.2.6 Service Provider shall ensure best quality of Service and Compliance to protocols. Service provider should submit an annual yearly report of clinical audit done by a third party as nominated by the authority. Service provider to provide standardized report as per NABL for each patient to the department.

5 Tender Submission

5.1 Brief Description of Bidding Process

5.1.1 The Authority has adopted a Two Stage Bidding process for selection of the Bidder for award of the Project and invites Bids from eligible parties, which expression shall, unless repugnant to the context include a Consortium.

5.1.2 The Bidder shall submit its bid for the Project electronically through the Karnataka Public Procurement Portal (e-procurement platform) of the Government of Karnataka https://kppp.karnataka.gov.in (hereinafter referred to as "E-Procurement Website") in accordance with the terms of this RFP.

5.1.3 The Authority shall not be held responsible for failure on part of the Bidder to furnish all or any of the documents as part of its Bid through Karnataka public Procurement portal Website or for rejection of Bids by Karnataka public Procurement portal for whatsoever reasons. No correspondence shall be entertained by Authority in this regard.

5.1.4 A one-time registration in the Karnataka public Procurement portal platform is a pre-requisite for

submission of Bids. If an interested Bidder is not already registered, it shall procure a digital signature certificate and get registered in Karnataka public Procurement portal platform. The Authority will not be held responsible for technical glitches in the desktop and internet connectivity services used by Bidders or in case of failure on part of the Bidder to submit the Bid Security or any documents as required to be submitted through Karnataka Public Procurement Portal Website or for rejection of Bids by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained by the Authority in this regard.

5.1.5 Contact information

For further clarifications, please call Centralized e-Procurement Helpdesk on + 91-8046010000 / + 91-8068948777

(Timings: 9:00 am to 9:00 pm from Monday to Saturday including government holidays) to takesupport on Kannada and English

Or

Mail to Helpdesk: support [at] eprochelpdesk [dot] com

Training details

Training Date	Training Venue	Batches	Training duration
On all Govt. of Karnatakaworking Wednesday's & Saturday's	Training room no.1, Gate no.2, M S Building, Bengaluru-01	1	10:30 am to 1:30 pm
		2	2:30 pm to 5:30 pm

Note: Enquiries regarding new payment options can be made on any working day at e-Procurement cell. (Sri Aravinda Bhawan, 4th Floor, KR Circle, Bengaluru – 01).

6 Opening of Tenders

6.1 The technical Bid will be opened in Karnataka Public Procurement Portal at the time & date specified in the schedule as per KPP Portal.

7 Evaluation of Tender

7.1 Scrutiny of Tenders

7.1.1 The tenders will be scrutinized by the selection committee appointed by the Authority to determine whether they are complete and meet the essential and important requirements, conditions and whether the Bidder is eligible and qualified as per criteria laid down in the Tender Enquiry Documents.

7.1.2 The Bids, which do not meet the aforesaid requirements, are liable to be treated as non-responsive and may be ignored.

7.1.3 The decision of the Authority as to whether the Bidder is eligible and qualified or not and whether the Bid is responsive or not shall be final and binding on the Bidders.

7.1.4 The technical bids will be scrutinized to determine whether they are complete as per pre-qualification criteria of tender document.

7.1.5 Financial Bids of only those Bidders, whose Technical Bid is qualifying, will be considered and opened in Karnataka Public Procurement Portal.

7.1.6 The Bidders shall quote for the complete scope of work in accordance with this RFP. Bidders shall submit the financial bid in the slot provided in the Karnataka Public Procurement Portal website.

7.1.7 The financial bid shall include all the costs and expenses that the Service Provider would incur in performance of its obligations set out under the draft Contract. The price per Test (FT4, TSH & Vit-B12 shall be denoted as one test) shall be submitted in the financial bid format set out as Appendix-F.

7.1.8 Bids determined to be substantially responsive will be checked for any arithmetic errors. Errors will be corrected by Authority as follows;

7.1.9 The amount stated in the Financial Bid will be adjusted by the Authority in accordance with the above procedure for the correction of errors, with the concurrence of the Bidder and shall be considered as binding upon the Bidder.

7.1.10 Authority may in its sole discretion reject any Financial Bid if any of the following conditions outlined below are true.

i. Incomplete Financial Bid is submitted by the Bidder.

ii. Total price quoted by the Bidder does not include all statutory taxes and levies applicable.

7.2 Evaluation of Financial Bid

7.2.1 Please see the evaluation criteria detailed in the technical criteria and evaluation criteria at clause 10.

7.2.2 For evaluation of the Financial Bid, the cost per Blood test indicated in the Financial Bid shall be considered.

7.3 Infirmity / Non-Conformity

The Authority may waive minor infirmity and/or non-conformity in a tender, provided it does not constitute any material deviation. The decision of the Authority as to whether the deviation is material or not, shall be final and binding on the Bidders

7.4 Bid Clarification

Wherever necessary, the Authority may, at its discretion, seek clarification from the Bidders seeking response by a specified date. If no response is received by this date, the Authority shall evaluate the offer as per available information.

7.5 Validity of Bids

The Bids shall be valid for a period of not less than 180 (one hundred and eighty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority

8 Scope of Work

i. To provide rates for the following tests/ investigations to Government of Karnataka by collecting samples across UPHCs,, Maternity homes and Referral Hospitals of BBMP. Reports will be provided within 2 working days from sample collection date via mail and the hard copies to be submitted to pertinent authorities within a week.

- Free T 4
- TSH
- Vit B 12

ii. Obligations of the agency:

- The service provider shall use only the space ear marked to operate the facility and shall not use any other space for any other purpose.
- Vacutainer with barcode sticker should be provided by the consultant/agency, successful bidder should make sure required number of vacutainers are available in all the facilities of the client.
- One blood sample of 5 cc should be collected at once in appropriate vacutainer.
- To identify each vacutainer barcode stickers to be used by the consultant/agency
- Any logistic required will not be provided by client.
- The service provider is responsible for maintaining cleanliness in the area at all times. All waste generated should be collected and disposed as per biomedical waste management guidelines.
- The investigations/Tests for the pregnant women shall be conducted by the vendor only on written prescription by Medical Officer. (Format attached)
- The vendor shall have to provide the services on cashless basis on documented advice of the doctors of Government hospitals and bill settlement shall be done by the respective district health authorities. The bills shall be sent to CHO for further processing.
- The samples to be collected Once a week at UPHCs, Maternity home , Twice a week in Referral Hospitals, Thrice a week in MCH hospitals and District Hospitals

iii. **Total sites:** To be updated by the district Number of hospitals is as below, bidder can visit the sites and enquire the required information.

SL NO	ZONE	FACILITY NAME
1	SOUTH	ADUGODI DISP UPHC
2	SOUTH	AUDGODI UPHC
3	SOUTH	AVALAHALLI UPHC
4	SOUTH	BANASHANKARI UFWC UPHC
5	SOUTH	BAPUJINAGAR UPHC
6	SOUTH	C T BED UPHC
7	SOUTH	DASAPPA UFWC UPHC
8	SOUTH	H SIDDAIAH ROAD UPHC
9	SOUTH	J P NAGAR UPHC
10	SOUTH	JAYANAGAR UFWC UPHC
11	SOUTH	JAYANAGARA DISP UPHC
12	SOUTH	K S LAYOUT UPHC
13	SOUTH	KORAMANGALA UPHC
14	SOUTH	LION S CLUB GGHALLI

15	SOUTH	MADIVALA DISP UPHC
16	SOUTH	N R COLONY UFWC UPHC
17	SOUTH	N S PALYA UPHC
18	SOUTH	POBBATHI UFWC UPHC
19	SOUTH	SIDDAPURA UPHC
20	SOUTH	T R MILL UFWC UPHC
21	SOUTH	THAVAREKERE UPHC
22	SOUTH	VIDYA PEETHA UPHC
23	SOUTH	WEST OF CHORD ROAD UPHC
24	SOUTH	WILSON GARDEN DISP UPHC
25	SOUTH	WILSON GARDEN UFWC
26	SOUTH	YARABNAGAR UPHC
27	SOUTH	YEDIYUR DISP UPHC
28	EAST	AUSTIN TOWN UFWC UPHC
29	EAST	BAGALUR LAYOUT UPHC
30	EAST	BANASAWADI UPHC
31	EAST	BHUVANESHWARI NAGAR
32	EAST	CHOLANAYAKANA HALLI
33	EAST	COX TOWN UFWC UPHC
34	EAST	COXTOWN DISP UPHC
35	EAST	D J HALLI UFWC UPHC
36	EAST	DOMLUR UPHC
37	EAST	KADUGONDANAHALLI CHC
38	EAST	GANGANAGAR UFWC UPHC
39	EAST	K G HALLI UPHC
40	EAST	KACHARAKANAHALLI UPHC
41	EAST	KODI HALLI UPHC
42	EAST	LINGARAJAPURA UPHC
43	EAST	M R PALYA UFWC UPHC
44	EAST	MURPHY TOWN UPHC
45	EAST	NEELASANDRA DISP UPHC
46	EAST	OLD BYAPPANAHALLI UPHC
47	EAST	ROBERT SON STREET UPHC
48	EAST	SANJAYA NAGAR DISP UPHC
49	EAST	SHANTINAGAR UFWC UPHC
50	EAST	SULTHAN PALYA UPHC
51	EAST	TASKER TOWN UPHC
52	EAST	ULSOOR UFWC UPHC
53	EAST	VASANTH NAGAR DISP UPHC
54	EAST	V NAGENAHALLI UPHC
55	WEST	A D HALLI UPHC
56	WEST	ANJANAPPA GARDEN UPHC
57	WEST	ASHOK PURAM DISPENSARY UPHC
58	WEST	AZAD NAGAR UFWC UPHC
59	WEST	GANDHIGRAMA UPHC

60	WEST	GANGONDANA HALLI UPHC
61	WEST	GOVINDARAJNAGARA UPHC
62	WEST	HOSAHALLI UFWC UPHC
63	WEST	IRCS UFWC UPHC
64	WEST	JJR NAGAR GORIPALYA UPHC
65	WEST	KAMAKHIPALYA UPHC
66	WEST	KODANDRAPURA UPHC
67	WEST	MAGADI ROAD UFWC UPHC
68	WEST	MAHALAKSHIMI LAYOUT UPHC
69	WEST	MANJUNATHA NAGAR UPHC
70	WEST	MANVARTHPET UFWC UPHC
71	WEST	MOODALA PALYA UFWC
72	WEST	NAGAPPA BLOCK DISP UPHC
73	WEST	NETHAJI CIRCLE MATHIKERE UPHC
74	WEST	P G HALLI UFWC UPHC
75	WEST	PANTHRA PALYA UPHC
76	WEST	PEENYA KAMALA NAGAR
77	WEST	RAJAJINAGAR UFWC UPHC
78	WEST	RAMACHANDRA PURA UPHC
79	WEST	SHANKAR NAGAR UPHC
80	WEST	SRI RAMPURA UFWC UPHC
81	WEST	SUBEDAR PALYA UPHC
82	WEST	SUBHASHNAGAR UPHC
83	WEST	SUBRAMANYANAGAR UPHC
84	BOMMANAHALLI	AGARA UPHC
85	BOMMANAHALLI	ANJANAPURA UPHC
86	BOMMANAHALLI	ARAKERE UPHC
87	BOMMANAHALLI	BEGURU UPHC
88	BOMMANAHALLI	BOMMANAHALLI UPHC
89	BOMMANAHALLI	GOTTIGERE UPHC
90	BOMMANAHALLI	KODICHIKKANAHALLI UPHC
91	BOMMANAHALLI	KONANAKUNTE UPHC
92	BOMMANAHALLI	ROOPENA AGRAHARA UPHC
93	BOMMANAHALLI	SINGASANDRA UPHC
94	BOMMANAHALLI	UTTARAHALLI UPHC
95	BOMMANAHALLI	VASANTHAPURA UPHC
96	BOMMANAHALLI	YALECHENAHALLI UPHC
97	MAHADEVAPURA	A NARAYANAPURA UPHC
98	MAHADEVAPURA	DODDAKANNALLI UPHC
99	MAHADEVAPURA	DOODDANEKKUNDI UPHC
100	MAHADEVAPURA	GARUDACHARAPALYA UPHC
101	MAHADEVAPURA	GUNJURU UPHC
102	MAHADEVAPURA	HAGGADURU UPHC
103	MAHADEVAPURA	K NARAYANAPURA UPHC
104	MAHADEVAPURA	K R PURAM UPHC

105	MAHADEVAPURA	KADUGODI UPHC
106	MAHADEVAPURA	MARTHAHALLI UPHC
107	MAHADEVAPURA	RAMAMURTHYNAGARA UPHC
108	MAHADEVAPURA	SIDDAPURA UPHC
109	MAHADEVAPURA	VARTHURU UPHC
110	MAHADEVAPURA	VIBUTHIPURA UPHC
111	MAHADEVAPURA	VIJANAPURA UPHC
112	YELAHANKA	A.P.T.S YELAHANKA UPHC
113	YELAHANKA	AGRAHARA LAYOUT UPHC
114	YELAHANKA	AMRUTHAHALLI UPHC
115	YELAHANKA	ATTURU WARD UPHC
116	YELAHANKA	BYATARAYANAPURA UPHC
117	YELAHANKA	KODIGEHALLI UPHC
118	YELAHANKA	M S PALYA UPHC
119	YELAHANKA	SAHAKAR NAGARA UPHC
120	YELAHANKA	THANISANDRA UPHC
121	YELAHANKA	THINDLU UPHC
122	DASARAHALLI	ABBIGERE UPHC
123	DASARAHALLI	BAGALUGUNTE UPHC
124	DASARAHALLI	HEGGANAHALLI UPHC
125	DASARAHALLI	MALLASANDRA UPHC
126	DASARAHALLI	NELAMAHESHWARI UPHC
127	DASARAHALLI	RAJAGOPALA NAGARA UPHC
128	RR NAGARA	BANGARAPANAGARA UPHC
129	RR NAGARA	KENGERI CHC
130	RR NAGARA	HEROHALLI UPHC
131	RR NAGARA	JALAHALLI UPHC
132	RR NAGARA	KENGERI UPANAGARA UPHC
133	RR NAGARA	LAGGERE UPHC
134	RR NAGARA	MALLATHAHALLI UPHC
135	RR NAGARA	MATHIKERE UPHC
136	RR NAGARA	NANDINI LAYOUT UPHC
137	RR NAGARA	THIPPENAHALLI UPHC
138	RR NAGARA	ULLALU UPHC
139	RR NAGARA	YESHWANTHPUR UFWC UPHC

Referral Hospitals

Sr. NO.	Zone Name	Name of the Referral Hospital
1	West	Hosahalli Referral Hospital
2	West	Mahalakshmipuram Referral Hospital
3	South	Banashankari Referral Hospital
4	South	Hosakerehalli Referral Hospital
5	East	Ulsoor Referral Hospital

6	South	H Siddaiah Road Referral Hospital
7	West	Srirampura Referral Hospital
8	west	Jaga Jeevan Ram Nagara Referral Hospital
9	West	MC Layout Multi Speciality Hospital

Maternity Homes

Sl.No	Zone Name	Name of Maternity Homes
1	West	Kaveripura Maternity Home
2	West	Nandini Layout Maternity Home
3	West	Rajaji Nagara Maternity Home
4	West	Moodalapalya Maternity Home
5	South	GG Halli Maternity Home
6	South	NR Colony Maternity Home
7	West	Palace Guttahalli Maternity Home
8	South	Azad Nagar Maternity Home
10	South	Dasappa Maternity Home
11	West	Magadi Road Maternity Home
12	South	Priyadarshini Tavarekere Maternity Home
13	South	Wilson Garden Maternity Home
14	East	DJ Halli Maternity Home
15	East	Austin town maternity home
16	South	Modi Hospital
17	East	Cox town Maternity Home
18	East	Shanthinagar Maternity home
19	East	Muni Reddy Palya Maternity Home
20	East	Ganga Nagara Maternity Home

iv. The testing laboratory to maintain the database of (a). details of samples received, (b). results of investigations conducted along with normal reference range values and units for each test carried out and should share the same with department on a real-time basis.

v. The testing laboratory shall share the raw data as well as interpreted test results along with normal reference range values and units for each test carried out to department on a real-time basis.

vi. Only duly Signed samples to be collected from the centre and signed (MD Pathology) reports to be submitted back to the facility.

9 Eligibility Criteria

9.1 The Bidder shall be a single business entity or a group of entities (maximum of 3) coming together as a Consortium to implement the Project, represented by a lead partner. The single bidding entity shall be a Company incorporated under the Companies Act, 1956/ 2013; and in case of a Consortium; such Companies coming together to bid for the project. The Bidder cannot be an individual or group of individuals. A Bidder cannot bid as a sole provider as well as a partner in a Consortium. A Consortium shall not have more than three partners. No Bidder can place more than one Bid in any form. In support of this, the letter shall be submitted as per proforma in Appendix-B. The Bidder should be registered as a legal entity.

"Joint Venture (JV)" means an association with a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.

9.2 The Bidder shall have a minimum of three years of experience in carrying out similar type of assignment / service in private or public sector. In support of this, a statement regarding assignments of similar nature successfully completed during last three years should be submitted as per pro forma in Appendix-C. Users'

certificate regarding satisfactory completion of assignments should also be submitted. The assignment of Govt. Depts. / Semi Govt. Depts. should be specifically brought out. (The decision of the Authority as to whether the assignment is similar or not and whether the Bidders possess adequate experience or not, shall be final and binding on the Bidders).

9.3 The Bidder shall have operated & managed diagnostic laboratory services, as per table in pre-qualification criteria.

9.4 The Bidders are not blacklisted/ debarred by any Authority or by any State Govt. or its organizations by Govt. of India or its organizations/Public Sector Undertaking presently or within 3 years preceding the bid due date and such blacklisting should not be subsisting on the bid due date.

9.5 The Bidder shall declare all ongoing litigations it is involved in with any Government Agency/ State/ CentralDepartment

9.6 The principal Bidder/lead partner shall have an average annual turnover as detailed in the clause 9 of pre-qualification criteria.

9.7 Criteria for de-empanelment/blacklisting of agency/consultant/centre:

De-empanelment of the centre can be made due to any one of the following reasons:

9.7.1 Unwillingness to continue in the panel.

9.7.2 Due to unsatisfactory services and proven case of malpractice or misconduct/medical negligence.

9.7.3 Over billing of investigation(s)undertaken.

9.7.4 Non submission of the report, habitual late submission or submission of incorrect data in the report.

9.7.5 Death of owner/ change of ownership, location of business place, as the case maybe, if not approved by competent authorities.

9.7.6 If the owner gives the establishment on lease to some other agency/consultant.

9.8 The principal bidder/lead partner shall be jointly and severally responsible and shall represent all Consortium members, if any, in all legal matters.

9.9 DATA SHEET

Clause Reference:

Information to Consultants

The name of the Client is: Chief Health Officer BBMP.

The method of selection is: Least Cost-Selection (LCS)

1.1 A technical and a Financial Proposals are requested:
Technical and Financial Proposals are requested from the prospective Service Providers.
The name, objectives and description of the Assignment are:
The Name, Objectives and Description of the Assignment are provided in Scope of Work (Section: 8)
1.2 The Assignment is phased: No
[*If yes, indicate the phasing*]
1.3 A pre-proposal conference will be held:

a) All requests for clarifications should be uploaded in the Karnataka Public Procurement Portal of GoK by visiting https://kppp.karnataka.gov.in. The Client shall issue Addendum / Corrigendum in the Karnataka Public Procurement Portal for such requests. **Queries forwarded through mail or through correspondence shall not be entertained.**

b) Any modifications to the RFP and / or extension of time for submission of RFP shall be through an Addendum / Corrigendum, and it shall be uploaded in the Karnataka Public Procurement Portal Portal of GOK, which shall be binding on all the Service Providers who intend to submit their Proposals.

i. The estimated number of key professional staff months required for the assignment is: As per Appendix N
ii. The minimum required experience of proposed key professional staff is: As per the data sheet below.

The Name (s), Address (es), and Telephone/Numbers of the Client's Official(s) are
Chief Health Officer (Public Health),
Office of the Chief Health Officer (Public Health), ground Floor, Annexe-3 Building Bengaluru-560002. Email:choph515@gmail.com

The Chief Commissioner BBMP, Government of Karnataka (hereinafter referred to as the "Authority"), has been operating and managing the diagnostic laboratory services under Public Private Partnership (PPP) mode in the State of Karnataka. The Authority now proposes to transfer the operations and management of the diagnostic laboratory services to an eligible private sector service provider for
a period of one year under PPP framework. In this regard, the Authority is desirous of selecting the Service Provider through a transparent and competitive bidding process.
The scope of services of the service provider/selected bidder shall operate diagnostic laboratory services units in the designated area across BBMP notified by the Authority, operation and maintenance of these diagnostic laboratory services of other obligations in accordance with the provisions of the Contract (the "Project").

The Authority invites bids (the "Bids") through e-tendering mode from interested parties ("Bidders") in accordance with the Request for Proposal ("RFP"). The RFP document containing instructions to Bidders, criteria for qualification and criteria for evaluation may be downloaded from the Karnataka public procurement portal, Website of Government of Karnataka ("GoK") viz. https://kppp.karnataka.gov.in and the Proposals shall be submitted as per the provisions of the RFP.

1.4 The Client will provide the following inputs:
Qualification criteria:

a) The Client shall select a Service Provider amongst the Service Providers who have uploaded their proposals in the e-Procurement Portal of GoK and who meet the minimum eligibility criteria to submit their proposals.

No	Qualification Criteria
1.	Lead partner of the consortium/Joint venture shall be the in Core nature of activity (diagnostic laboratory services) agency and Lead partner should have more than 50% of the overall turnover requirement.
2.	Service Providers can submit proposals either as a Standalone Company / or as Consortium Partners/or as Joint Venture. The bidders shall submit certificates from the respective authorities.
3.	All Service Providers / Consortium Partners submitting their Proposal should upload a Notarized Affidavit, swearing the genuineness of their statement / documents uploaded / not black-listed Certificate, etc.
4.	The Consortium Partnership shall not be more than three Partners. Service Providers can submit their proposals either as a standalone Service Provider or as a Consortium, and not as both, if it is submitted as both, both the Proposals shall be rejected. Consortium Partners should upload as a Consortium only.
5.	Standalone Company or Consortium /All the Individual partners of the consortium should be a Company registered under the Companies Registration Act 1956 of any State in India.
6.	The Company should be in existence since last five years or earlier. In case of Consortium Partner, the lead bidder should be in existence since last five years or earlier.
7.	The Authorized Signatory signing the Proposal on behalf of the organization should be duly certified by the Competent Authority of the Organization, a Notarized Power of Attorney should be uploaded in support of the said authorization
8.	Standalone Company or Consortium/ Lead Bidder/ Partner submitting the Proposal should have achieved Average Turnover in the last 3 Financial Years Rs. 1,83,00,000/-. (FY – 2020-21, FY -2021-22& FY -2022-23). A Turnover Certificate, as per the Appendix - V, certified by a Chartered Accountant with his / her name, signature, registration number, **UDIN NUMBER,** contact phone number and address should be uploaded along with the Proposal and average annual turnover should be exclusively in the diagnostic laboratory services. Lead Bidder Turnover: should have achieved total turnover of more than 50% of tender amount.
9.	The testing laboratory should be NABL accredited at least for Hematology and Biochemistry investigations, registered in India under the Company Act, 1956 or have registered office in South India for last 5 years as on 31st March 2023.
10.	Standalone Company or Consortium/ partner/ Lead Bidder submitting the Proposal should upload audited Balance Sheet / Profit & Loss Statement and also audit report for the last 3 Financial Years certified by a Chartered Accountant with his / her name, signature, registration number, contact phone number and address.
11.	Standalone Company or Consortium/ Lead Bidder/ Partner submitting the Proposal should have filed their IT Returns for the last 3 Financial Years. Copies of ITR returns should be submitted in the proposal.
12.	Standalone Company or Consortium/ The applicable consortium partner submitting the Proposal should have ESI Registration and should upload the ESI returns filed up to the 31st Mar 2023.
13.	Standalone Company or Consortium/ All the Individual partners of the consortium submitting the Proposal should have GST Registration and should have filed GST Returns up to 31st Mar 2023.
14.	Standalone Company or Consortium (Each of the Individual partners of the consortium) submitting the Proposal should upload a Certificate of having not been Black-listed in the past or presently not being presently black-listed by any State Government / Government of India / Public Sector Under taking or any ongoing blacklisting/debarment or similar action in India.

15.	Standalone Company or Consortium / The applicable consortium partner submitting the Proposal should upload a Certificate for having registered with the Labour Department in concerned state or country(Shops and Establishment ACT)
16.	Standalone Company or Consortium Partners submitting the Proposal should have PAN Number of the company.
17.	Standalone Company or Consortium/ Lead Bidder submitting the Proposal should have experience in providing diagnostic services for clinical laboratory tests in India. for a continuous period of three years during the last 3 Financial Years anywhere in India, for any State Government / Government of India / Public Sector Undertaking/private sector. A Satisfactory Completion Certificate issued by the end users.
18.	Standalone Company or Consortium/ Lead Bidder/ Partner submitting the Proposal should have 1 registered MD Pathologist Specialist on its payroll as administrative /operations role for the preceding 1 years.
19.	Should have valid KPME Registration
20.	Power of Attorney by the Lead Member, authorizing a person to sign the documents, on behalf of the Lead Member of the Consortium.
21.	Land Border Declaration as per Appendix – U.

a) The evaluation committee appointed by the Client evaluates the proposals. All the documents should be uploaded mandatorily; if any one of the documents is not uploaded then bid will be rejected.
b) If bidder fails to upload any of the above documents bid will be rejected.
c) All documents to be uploaded on Karnataka public procurement portal only and physical submission of documents at a later date or on verification day will not be entertained
d)
e) After evaluations of Technical Proposals are completed, approval of the Tender Accepting Authority shall be obtained and the evaluation shall be updated in the Karnataka public Procurement Portal.
f) Financial Proposals shall be opened in the Karnataka public Procurement Portal of GoK.
g) Negotiations shall be held under the Chairmanship of the special commissioner Health.

Annexure 1 Estimated test details

R0		R1	R2	R3	R4	R5	R6	R7	R9	R10
Sl.No	District		Minimum Tests Per day		Working Days	Months In One Year	Total Tests per annum		EMD in Rs.	Penalty: For Collection Rs. 1000/- per day delay. For submission of Report: Per facility Rs. 100/- per report per day.
1	**BBMP**				**25**	**12**	**81,642**		**2,74,500**	

11. Determination of Financial Capability (Assessment of capacity for multiple Packages):

Appendix-A: Districts: location of diagnostic laboratory services

Sl.No	Division	District	Name of Facility(Blood Sample Pickup Location/Test Unit)	Type of Facility	Number of Test Units
1	Division-1	District-1		DH/TH/PHC /CHC/MCH	
Total					

Appendix-C: Assignment of similar nature successfully completed in the last 3 years

1. Attach users' certificates (in original) regarding satisfactory completion of assignments.

Sr. No.	Assignment Contract no. and Date	Description of work and services provided	Contract price of assignment	Date of commencement	Date of completion	Was Assignment satisfactorily completed	Address of organization with PhoneNo. where assignment done

Note: Attach extra sheet for above Performa if required.

Signature……
Name……..

Appendix-D: Particulars of the Bidder's Company

Name
Registered office Address
Phone/Mail id
Type of Organization
Address of Service centres in the region
Total No. of services personnel at the existing centres
Total No. of locations where organization currently has centres

Number of service personnel:		
Name	**Qualification**	**Experience (Similar Service)**

Whether the bidder has NABL or any other accreditation? (If yes/ whether documents attached with technical bid)
Registration. Nos.
EPF
ESI
GST
PAN No of the company.
Audited Accounts Statement for past three financial years(duly certified by Chartered Accountant)
Copy of Income Tax Return for past three financial years(duly certified by Chartered Accountant)
Experience certificate of Bidder regarding existing Blood Test services.

Brief write-up about the firm / company. (use extra sheet if necessary)

Signature of Bidders

Date
Place

Name
Office Seal

Appendix-E: Forwarding Letter for Technical Bid

Forwarding Letter for Technical Bid

(To be submitted by all bidders in their letterhead)

To Dated:

CHO (Public Health),
BBMP

Sub: Tender for conducting FT4, TSH and Vitamin-12 Lab tests to Pregnant women of BBMP UPHCS, Maternity Home, and Referral Hospitals on outsource basis services under Tender No….

Dear Sir,

With reference to your RFP document dated....., I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Service Provider for the aforesaid Project, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. This statement is made for the express purpose of our selection as Service Provider for providing diagnostic laboratory services.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our rightto challenge the same on any account whatsoever.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/ We declare that:
   (a) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
   (b) I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposals issued by orany agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
   (d) I/ We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and
   (e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are

also true and correct as on the Bid Due Date and I/we shall continue to abide by them.

7. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
8. I/ We believe that we/ our Consortium satisfy(s) the Financial Capability criteria and meet(s) the requirements as specified in the RFP document.
9. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for the Project.
10. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.
13. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
14. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
15. In the event of my/ our being declared as the Service Provider, I/we agree to enter into the Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by thesame.
16. I/ We have studied all the Bidding Documents carefully and also surveyed the diagnostic laboratory services. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us
    by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Contract.
17. I/ We offer a Bid Security of Rs…… (Rupees.....only) to the Authority in accordance with the RFP Document. The Bid Security has been paid through E-Procurement Website.
18. The Bids (technical and financial) have been submitted (with a covering letter as per Appendix-E) on the E-Procurement Website.
19. We agree to accept all the terms and condition stipulated in your tender enquiry. We also agree to submit Performance Security as per Clause no. 14 of Section 2.
20. We agree to keep our offer valid for the period stipulated in your tender enquiry. I/ We shall keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.
21. I/ We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/we shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
22. The cost per diagnostic laboratory services has been quoted by me/us after taking into

consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the Project.

23. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

24. {We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Service Provider under the Agreement till occurrence of Financial Close in accordance with the Agreement.}

25. I/ We hereby submit the following Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature, name and designation of the Authorized signatory)

Place: Name and seal of Bidder/Lead Member.

Appendix-F: Financial Bid Format

Please fill in the financial bid in the slot provided in the e-procurement website.

Sl.No	Description of Tests	Price Per Unit	GST(INR)	Total Price(INR)
Total price to be Quoted in the Karnataka public Procurement Portal (Upon Opening Financial Bid, price breakup to be provided for each test)				Total cost of test which is inclusive of GST and all applicable charges **(To be quoted in financial bid of KPP Portal)**

#Note: Only L1 Bidder will be considered for further communication.

Appendix-G: Pro forma for Bank Guarantee (For performance Security)

To

Chief Health Officer (Public Health),
Ground Floor, Annex-2, N R Square,
Bengaluru-560002

WHEREAS……(Name and address of the Service Provider) (Hereinafter called " the Service Provider" has undertaken, in pursuance of contract No……..
dated..... (Herein after "the contract") to provide Blood Test services.
AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled /Nationalized bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;
AND WHEREAS we have agreed to give such a bank guarantee on behalf of the Service Provider;
NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of theservice provider, up to a total of… ..... (Amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Service Provider to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, and within eight days of such demands and also we undertake to honor the payment immediately on demand.
We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid up to six months beyond the date of expiry of the contract …… (indicate date)
We hereby undertake to provide fresh Bank Guarantee in case of extension of the contract .

……
(Signature with date of the authorized officer of the Bank)
……
…….Name and
designation of the officer
……..
Seal, name & address of the Bank and address of the Branch

Appendix-H: Declaration by the Bidder

I / We ..... agree that we shall keep our price valid for a period of 1 years from the date of approval. I / We will abide by all the terms & conditions set forth in the tender documents No...../

I / We do hereby declare I / We have not been de- recognized / black listed by any State Govt. /Union Territory / Govt. of India / Govt. Organisation / Govt. Health Institutions.

Signature of the bidder:

Date:

Name & Address of the Firm:

Affidavit before Executive Magistrate / Notary Public in Rs.100.00 stamp paper.

CURRENT INVESTIGATION REPORTS:

Informed written consent: Yes/No

Doctor's name and signature:

Date:

Appendix-K: Blood Test record

BLOOD TEST RECORD FOR THE MONTH OF: , 2024

Name:	**Age/Sex:**	**Reg. No.:**

Reporting Indicators to be Updated

Medical officer:

Appendix-L: Blood Test Profile

1. Indicators to be Updated:
2. .
3. .
4. .
5. .
6. .
7. .
8. .
9.

Staff name and signature:

Appendix-N: Human Resource Requirement

The Service Provider shall provide the following staffs:

Sl. No.	Human Resource	Numbers	Qualification	Availability	ToR
				•	

Appendix-O(Deleted)

Appendix-P: (Deleted)

Appendix-Q: (Deleted)

Appendix-R: (Deleted)

Appendix-S: (Deleted)

Appendix-T: Performance Standards

Sl. No.	Performance Standard	Monitoring of performance	Expected	Penalty
1.	Daily Operationalization	Authority	To be operated as per the required scope	**Breach:** If Actual Project Implementation Date is beyond 1 (one) months from the Scheduled Project Implementation Date, it shall be considered to be Service Provider Default.

Miscellaneous Deviations:

Sr. No.	Miscellaneous Deviations	Monitoring of performance	Penalties
1.	Non-submission of weekly/ monthly reports		Penalty: For Collection: Rs. 1000/- per day delay. For submission of Report: Per facility Rs. 100/- per report per day. **Breach:** If penalty amount exceeds 5% of contract value, it shallbe considered to be Service Provider Default
2.	___		

Appendix-U: Land Border Declaration

The Bidders are required to submit the Compliance w.r.t Government Order No. FD 455 Exp- 12 2020 Bengaluru dated 25-08-2020 regarding restrictions on Public Procurement from Bidders of certain Countries, in the format given below:

(Compliance to be submitted in the Bidder's letterhead)(as applicable)

Sub: Compliance to Government Order No. FD 455 Exp-12 2020 Bengaluru dated 25-08-2020 regarding restrictions on Public Procurement from Bidders ofcertain Countries.

Item Name(s)	
Tender Ref. No	

I/We M/s. <……. Name of the Bidder.....> have read the clauses pertaining to the Government Order No. FD 455 Exp-12 2020 Bengaluru dated 25-08-2020 regarding restrictions on Public Procurement from Bidders of certain Countries shares a land border with India.
I/We hereby certify that we are not from such a country and eligible to be considered for this Tender.
(Note: Non-compliance of above said Government Order and its subsequent amendments, (if any), by any Bidder(s) shall lead for commercial rejection of their Bids by Health and Family Welfare Services.)
For and behalf of <……. Name of the Bidder.....>

(Signature, date & seal of an authorized representative of the Bidder)

Appendix-V: ANNUAL TURNOVER STATEMENT

The Average Annual Turnover of M/s. _____

for the past three years are given below and certified that the statement is true and correct.

Sl.	Financial Year	Turnover (in Rs.)
1.	**2020-21**	
2.	**2021-22**	
3.	**2022-23**	
4.	Total	
5.	Average of preceding three financial year	

Date:

Place:

Chartered Account's Seal:

Chartered Account's Signature:

Name:

UDIN Number:

Chartered Accountant's Registration Number:

Appendix- X (a) PPP
End User Certificate.

This is to certify that M/s……has been carrying out the _____ services from……..to……involving……...Tests.
Further, the agency also deploying…….number of Specialist at District level & …….. number of Specialist & …….. Staff Nurses.

Their performance is found to be Good/ Satisfactory/ Average.

(Authorized seal & signature)

(Managing) Director

Appendix- X (b) Private Hospitals
End User Certificate.

This is to certify that M/s……has been carrying out the Blood Test services from……..to……involving……..Tests.
Further, the agency also deploying…….number of Specialist at District level & …….. number of Technicians & …….. Staff Nurses.

Their performance is found to be Good/ Satisfactory/ Average.

(Authorized seal & signature)

Medical Superintendent

Appendix-Y: Bid Security Declaration Form

Date…….
(Tender no .....)
To
The Tender Inviting Authority,
Name of the State…….
I/We, the undersigned, declare that:
I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.
I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am / We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs of derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid, or

b) having been notified of the acceptance of our Bid by the Tender Inviting Authority during the period of bid validity (i) fails or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

c) if I/we withdraw or modify our bids during the period of validity, or if we are awarded the contract and failed to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals documents, we will be suspended for a period of 02 years from being eligible to submit bids/proposals for contracts with the Tender inviting authority.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder, or (ii) thirty days after the expiration of the validity of my/our Bid.
Signed: (insert signature of person whose name and capacity are shown)
In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)
Name: (insert complete name of person signing the Bid Security Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Date on.....day of .....(Insert date of signing)
Seal (where appropriate)

Please Note: - The above Undertaking duly signed and Stamped by the Authorized Signatory of the Company, must be attached with the technical bids**.**

Section 2 – Terms and Conditions of the Contract

General Terms and Conditions of the vendor:

1. An agreement is required to be executed by the service provider with the Government of Karnataka subject to termination of contract either way by serving a prior notice of One month in writing and subject further to the express condition that in the event of any unlawful, antisocial and or anti- Government or unauthorized activities by the service provider having been found, the agreement shall be terminated with immediate effect by giving a prior notice 01 week to service provider.
2. Service provider will have to ensure utmost cleanliness and befitting campus like discipline at their allotted space and accessories at all times, neglect of which, shall invite heavy fines including premature termination of the contract.
3. The GoK has right to cancel Expression of Interest at any stage. Any kind of dispute will be resolved amicably and, in this connection, the decision of Principal Secretary H& FWs, GoK shall be final and binding upon both the parties.
4. No child labors shall be employed for servicing as per law.
5. All the rules and regulations of labors laws etc. shall be compliance by the Agency / service provider.
6. Acceptance of application / Expression of interest will be intimated to the successful service provider through a letter of intent (LOI) duly signed by the authorized signatory of the institution.
7. The Institute shall remain fully indemnified against any damage and any incidence arises by the service provider.
8. The other terms & conditions will be as per Annexure-I

Annexure I

1. The period of contract will be initially for One Year.
2. The scheduled properties shall remain in absolute possession of government and the present agreement only allows the Service Provider to use the premises for agreed purposes.
3. The Service Provider shall start operating the work / services within 15 working days from the date of contract and shall not carry its business in any other part of the premises.
4. A committee constituted by the CHO will make surprise check / monitoring of the cleanliness maintained / service rendered by the service provider.
5. The Service Provider shall maintain and develop the allotted space without causing any damages to its surroundings and the environment during the period of license.
6. The government of Karnataka reserves the right to revoke the License after giving one month written notice to the Service Provider and the right to inspect and control the development and operational work always undertaken by the Service Provider and the Service Provider shall obey the orders and directions issued.
7. The successful Service Provider shall have to enter into an Agreement with the CHO for the purpose on Non-Judicial Stamp paper of Rs. 1000/-. The cost of agreement shall be borne by the Service Provider.
8. If the Agency / service provider agreeing the above terms and conditions, satisfying the above eligibility conditions and interested in running the above activities should give the following documents and information along with the Expression of Interest.

Terms of Reference

1. BACKGROUND:

Every year, around 12 lakh pregnant women are availing ANC services in the state. Government of Karnataka has committed to provide quality Maternal Health services to every pregnant woman across the state at free of cost.

Screening for Free T4 (thyroxine) & Thyroid stimulating hormones are important to diagnose thyroid disorders in pregnancy. Elevated TSH & Free T4 will lead to thyroid disorders during pregnancy.

Deficiency of Vitamin B12 in pregnancy may lead to increase the prevalence of neurological disorders in newborns.

It is imperative to ensure screening of each pregnant women to free T4, TSH & Vit B 12 tests. It has been proposed to conduct screening of every pregnant woman for above mentioned three tests.

2. AN OUTLINE OF THE TASKS TO BE CARRIED OUT:

Government of Karnataka is inviting tender from laboratories /agencies to provide service on outsource basis to conduct Free T4, TSH & Vit B12 tests to pregnant woman by collecting samples from PHCs, CHCs , THs & District Hospitals across BBMP.

3. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THE CONSULTANT

- The approved empanelled center shall have to make necessary arrangement at his cost to deliver the reports of routine investigations of samples collected duly signed by the competent authority. Result will be issued to concerned facility beneficiaries at the earliest. In case of specialized investigation the report should be supplied within three days. In case of emergency the report should be given on the same day. In emergency cases reports may also be asked/communicated telephonically/emailed to the department.
- The reports shall have to be prepared in triplicate out of which two copies should be sent to the department immediately. The third copy shall be enclosed in one bunch later on along with the bills.
- Reports will be provided within ~~2~~ 3 working days from sample collection date via mail to the respective facility.
- The report should contain
    a. Name of the patient & UNIQUE TEST ID
    b. Age,
    d. Dept. of Pathology lab serial number,
    e. Name of test,
    f. Date, when the sample was sent to the outsourced laboratory.
    g. Date, when the report is sent to the Dept, by the outsourced lab.
- List of reports submitted to department will be received by the Pathologist.
- All copies of the investigations submitted, must be signed by the reporting pathologist/doctor in charge with stamp.
- The reports which are submitted after the stipulated time must be clearly marked in the list.
- In case of wrong diagnosis resulting out of incorrect reporting of samples, the legal liability arising out of it, if any shall entirely rest with the centre.

4. COMPOSITION OF REVIEW COMMITTEE TO MONITOR SERVICE PROVIDERS WORK.

The Quarterly Review committee shall consist of the following:

- CHO/RCHO of the concerned districts

5. Signing of Contract

The Authority shall issue the Notice for Award of Contract to the Successful Bidder within the bid validity period. And the Successful Bidder will be required to sign and submit the contract

unconditionally within 15 days of receipt of such communication.

6. Modification to Contract

Modification, if any, to the contract shall be up to 1 years from the date of contract, at the discretion of the Authority.

Conditions Precedent

11.1 Save and except as expressly provided in the contract, the respective obligations of the Parties under this contract shall be subject to the satisfaction in full of the conditions precedent specified in this clause (the "Conditions Precedent").

11.2 The Service Provider and the Authority shall fulfill all the Conditions Precedent set forth under this clause within 45 (Forty Five) days from the date of signing of this Contract by both the Parties.

11.3 Conditions Precedent for Authority

The Authority shall allot available space in the hospital for pickup up of Blood sample units by the Service Provider.

11.3.1 Within 15 days of receipt of the Transition Plan, the Authority shall review the same and convey its approval or observation to the Service Provider.

11.4 Conditions Precedent for Service Provider

11.4.1 Service Provider shall submit within 30 days of the signing of the Contract a detailed transition plan ("Transition Plan") to the Authority, explaining the procedure the Service Provider shall adhere, The Service provider shall obtain approval for transition Plan within 45 days of the signing of the Contract.

11.4.2 Deleted.

11.4.3 Delivered to the Authority 3 (three) true copies of the duly attested by a Director/ Authorized representative of the Service Provider if any at the time of signing the contract.

11.5 Conditions Precedent to be satisfied by both parties

11.5.1 Upon signing of the Contract, the Authority and the Service Provider shall commence a joint inspection of the project facility, during working hours; to be handed over to the Service Provider.

11.5.2 The Authority and the Service Provider, upon such inspection, prepare and submit to the Authority, a joint inspection report which shall clearly state the following;

i. list of facilities to be provided

11.5.3 The joint inspection report shall be signed by both parties and such report shall be submitted within 20 (twenty) days from the date of signing of the Contract.

12 Performance Security

12.1 The Successful Bidder shall furnish a performance security in the form of a Bank Guarantee issued by a Scheduled/Nationalized Bank in favor of Karnataka State Health & Family Welfare Society for an amount equal to 5% of the total contract value. The Bank guarantee shall be as per pro forma at Appendix-G and remain valid for a period, which is six months beyond the date of expiry of the contract. This shall be submitted within 15 days (minimum) of receiving of Notice for Award of Contract, failing which the Bid Security may be forfeited and the contract may be cancelled. The bank guarantee shall remain valid for a period which is 6 months beyond the period of contract. In case of extension of contract, the Service provider shall submit fresh bank guarantee If the Service Provider violates any of the terms and conditions of contract, the Performance Security shall be liable for forfeiture, wholly or partly, as decided by the Authority and the contract may also be cancelled.

12.2 The Authority will release the Performance Security without any interest to the Service Provider 6 months after successful completion of contractual obligations.

12.3 Performance Security Damages for delay by the Service Provider

12.3.1 In the event that (i) the Service Provider does not fulfill any or all of the Conditions Precedent within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of

this Contract by the Authority or due to Force Majeure, the Service Provider shall pay to the Authority, Damages in an amount calculated at the rate of 0.5% of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of 10% of the Contract Value

13 Obligations of Service Provider:

13.1 Service Provider on receipt of observations from Authority; if any shall submit a revised Transition Plan for approval from the Authority. Service Provider shall adhere to the Transition Plan and dashboard.

13.2 The Project will be awarded for a period of 1 year from the date of signing the Contract and the Service Provider will be obliged to manage and operate the Project including consumables in accordance with the provisions of the Contract and terms and conditions therein. The contract can be cancelled at any time after providing an opportunity of hearing by the Authority, in case the Service Provider does not follow the rules, regulations and terms and condition of the contract.

13.3 Deleted.

13.4 **Technology Upgradation:** Deleted.

13.5 All expenses on account of man power, drugs and consumables and other maintenance of premises or any other expenses incurred in the day to day running of the Blood tests shall be borne by the Service Provider.

13.6 Deleted

13.7 Deleted.

13.8 Deleted

13.9 Service Provider shall operate and maintain the Project as per Performance Standards specified in Appendix-T. Provided that, in no circumstance.

13.10 Deleted.

13.11 Deleted.

13.12 Deleted.

13.13 To Be updated Appendix-L.

13.14 Deleted.

13.15 Deleted.

13.16 Deleted.

13.17 All data shall be the sole propriety of the Government.

13.18 A no-fee receipt shall be provided by the Service Provider to every patient. The no-fee receipt shall be as per the directions issued by the Government of Karnataka from time to time. A copy of all such receipts shall be submitted on a monthly basis by the Service Provider to be audited by the Facility Head.

13.19 The following records shall be maintained on a daily basis by the Service Provider:

Biometrics capturing in time and out time attendance of staff as well as patients during every Blood Test session

13.20 In addition to the above, the Service Provider shall maintain: Records for procedure for providing readily available information

~~13.21~~ The Service Provider shall print 'Blood Test cards' with all the information about the tests' data, investigation reports, and treatment services in local language preferably in Kannada and distribute to the~~.~~ Health facilities

13.22 Deleted (Appendix-P)

13.23 Service Provider shall arrange for IEC (Information-education-communication) for the staff of the Blood Test facility and training activities on communication skills once a year or as decided by the Authority. In the absence of in house IEC/ training facilities, the Service provider shall arrange

training of the staff by facilitating visits to other private facilities.

13.24 Service Provider shall arrange for mandatory infection control training once in 6 (six) months for all the Blood Test unit staff. Training shall include procedure according to WHO standards. The training shall be audited by the Facility Head once in 6 months.

13.25 The Service Provider shall arrange for appropriate and adequate signage on hand washing techniques and arrange for displaying the services being provided, services are being provided free of cost.

13.26 Deleted.

13.27 Deleted.

13.28 The ~~Specialist~~ Head of the institute shall submit to the Facility Head half yearly audited reports on information regarding number of patients being tested; the specialist shall submit the audited reports through the Service provider to the Authority.

13.29 The hierarchy for escalation of problems pertaining to Blood test is: the Specialist followed by the facility head

13.30 Service Provider may be required to test additional number of tests in case of increase in demand for tests at the unit. Further, the increase in tests shall be according to Due approval from the authority.

13.31 Deleted.

13.32 Deleted.

13.33 The Service Provider shall abide by all the guidelines issued by the Authority and statutory bodies. In case of violation the contract could be terminated after providing an opportunity of hearing to the contractor, at one month's notice. Dispute resolution shall be as per arbitration clause given in the contract.

13.34 After closure of the Contract between the Service Provider and the Authority, the Service Provider shall apply for No Due.

14 Obligations of concerned Hospital

14.1 Deleted.

14.2 Deleted.

14.3 Obligations of the authority: The Authority shall make payment to the Service Provider for its services on monthly basis through ECS for all invoices raised for the previous month after deduction of penalty and applicable tax deductions if any as per Appendix-T: Performance Standards. The payment will be made within Forty Five days after submission of all the requisite documents by the Service Provider.

14.4 A district level audit team shall be constituted by the Authority, under the aegis of the CHO & RCHO.

14.5 The report of this annual and monthly review shall form the basis for extension of the contract annually within the contract period.

15 Compliance of Minimum Wages Act and other statutory requirements

15.1 The Bidder shall comply with all the provisions of Minimum Wages Act and other applicable Labour laws. The Bidder shall also comply with all other statutory provisions including but not limited to provisions regarding medical education and eligibility criteria of human resources used by the Bidder for providing the services, biomedical waste management, and bio-safety, occupational and environmental safety.

15.2 The Service Provider shall maintain confidentiality of medical records and shall make adequate arrangement for cyber security.

16 Income Tax Deduction at Source

16.1 Income tax deduction at source shall be made at the prescribed rates from the Service Provider's invoice. The deducted amount will be reflected in the requisite form, which will be issued at the end of

the financial year.

17 Periodicity of Payment

17.1 The payment will be made on monthly basis within 45 days after submission of all the requisite documents by the Service Provider. Through ECS for all invoices raised post the Appointed Date after deduction of penalty and applicable taxes if any as per Appendix-T: Performance Standards.

17.2 Deleted.

17.3 The payment will be subject to tax deducted at source (TDS) as per Income Tax Rules and other statutory deductions as per applicable laws and as modified from time to time.

18 Damages for Mishap/Injury

18.1 The Authority shall not be responsible for damages of any kind or for any mishap/ injury/accident caused to any personnel/property of the Bidder while performing duty in the Authority's / consignee's premises. All liabilities, legal or monetary, arising in that eventuality shall be borne by Service Provider.

19 Termination of Contract

19.1 Service Provider Default

19.1.1 Save as otherwise provided in this Contract, in the event that any of the defaults specified below shall have occurred, and the Service Provider fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 30 (thirty) days, the Service Provider shall be deemed to be in default of this Contract (a "Service Provider Default"), unless the default has occurred solely as a result of any breach of this Contract by the Authority or due to Force Majeure. The defaults referred to herein shall include:

19.1.2 the Performance Security has been encashed and appropriated in accordance with this Contract and the Service Provider fails to replenish or provide fresh Performance Security within a Cure Period of 30 (thirty) days;

19.1.3 subsequent to the replenishment or furnishing of fresh Performance Security in accordance with this Contract, the Service Provider fails to cure, within a Cure Period of 30 (thirty) days, the Service Provider Default for which whole or part of the Performance Security was appropriated;

19.1.4 Actual Project Implementation Date is beyond 1 (one) months from the Scheduled Project Implementation Date;

19.1.5 the Service Provider is in breach of obligations under this Contract;

19.1.6 the Service Provider is in breach of any of the Performance Standards as per Appendix-T during the contract period;

19.1.7 the Service Provider abandons or manifests intention to abandon the operation and maintenance of the Project Facilities without the prior written consent of the Authority;

19.1.8 the Service Provider doesn't undertake remedial measures as detailed in inspection report provided by the Authority within time stipulated in the report

19.1.9 the Service Provider creates any Encumbrance in breach of the Contract;

19.1.10 the Service Provider repudiates the Contract or otherwise takes any action or evidences or conveys an intention not to be bound by the Contract;

19.1.11 the Service Provider collects fees from the user in any form;

19.1.12 R&D activity if made without the consent.

19.1.13 Publishing of reports.

19.1.14 If contacted the patient in any way

19.1.15 the Service Provider doesn't maintain comprehensive insurance cover as provided in this Contract;

19.1.16 there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Service Provider under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Service Provider, and such transfer causes a Material Adverse Effect;

19.1.17 an execution levied on any of the assets of the Service Provider has caused a Material Adverse Effect;

19.1.18 the Service Provider/ members of the Consortium is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Service Provider or for the whole or material part of its assets that has a material bearing on the Project;

19.1.19 the Service Provider has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

19.1.20 a resolution for winding up of the Service Provider/ members of the Consortium members is passed, or any petition for winding up of the Service Provider/ members of the Consortium is admitted by a court of competent jurisdiction and a provisional liquidator or receiver is appointed and such order has not been set aside within 90 (ninety) days of the date thereof or the Service Provider/ members of the Consortium is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction; provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Service Provider/ members of the Consortium are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Service Provider/ members of the Consortium under this Contract and the Project Agreements; and provided that:

i. the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Contract and the Project Agreements;

ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Contract and the Project Agreements and has a credit worthiness at least as good as that of the Service Provider/ members of the Consortium as at the Appointed Date; and

iii. each of the Project Agreements remains in full force and effect

19.1.21 any representation or warranty of the Service Provider/ members of the Consortium herein contained which is, as of the date hereof, found to be materially false or the Service Provider/ members of the Consortium is at any time hereafter found to be in breach thereof;

19.1.22 the Service Provider submits to the Authority any statement which has a material effect on the Authority's rights, obligations or interests and which is false in material particulars;

19.1.23 the Service Provider has failed to fulfill any obligation, for which failure, Termination has been specified in this Contract; or

19.1.24 the Service Provider commits a default in complying with any other provision of this Contract and if such a default causes a Material Adverse Effect on the Authority.

19.2 Without prejudice to any other rights or remedies which the Authority may have under this Contract, upon occurrence of a Service Provider Default, the Authority shall be entitled to terminate this Contract by issuing a Termination Notice to the Service Provider; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Service Provider of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Service Provider to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

19.3 Deleted

19.4 Termination Payment for Service Provider's Default

19.4.1 Upon Termination on account of a Service Provider Default during the contract period, no Termination Payment shall be due or payable to the Service Provider. However, the Authority shall forfeit the Performance Security of the Service Provider and terminate the Contract, as per the provisions detailed out in this Contract.

19.5 Confidentiality, Data Security and Safety

a) The Bidder shall comply with the requirements of the confidentiality, relevant security, safety and other requirements of the information as specifically stated in the Notice and follow the industry standards and National and International standards governing Clinical study related to confidentiality, safety and security (including those as stated in the Notice), in so far as it applies to the provision of the Services and information generated thereafter.

b) The parties to the Agreement shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized person (including unauthorized persons who are employees of any Party) wither to gain access to on interfere with the Purchaser as the case may be or any of their nominee's data, facilities or Confidential information.

c) The Bidder shall upon reasonable request by department as the case may be or their nominee(s) participate in regular meetings when management report and security matters are reviewed.

d) As per the provisions of this Agreement, the Bidder shall promptly report in writing to department, any act or omission which they are aware that could have an adverse effect on the proper conduct of the Clinical study.

19.6 Deleted

20 Arbitration

20.1 If dispute or difference of any kind shall arise between the Authority and the Service Provider in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

20.2 If the parties fail to resolve their dispute or difference by such mutual consultations within thirty days of commencement of consultations, then either the Authority or the Service Provider may give notice to the other party of its intention to commence arbitration, as hereinafter provided. The applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India upon mutual agreement of both the parties to appoint sole arbitrator.

20.3 Work under the contract shall, notwithstanding the existence of any such dispute or difference, continue during arbitration proceedings and no payment due or payable by the Authority or the Service Provider shall be withheld on account of such proceedings unless such payments are the direct subject of the arbitration.

20.4 Deleted

20.5 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued.

21 Applicable Law and Jurisdiction of Court:

21.1 The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force. The Court located at the place of issue of contract shall have jurisdiction to decide any dispute arising out of in respect of the contract.

22 Force Majeure

The successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's

fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force Majeure situation arises, the bidder shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the **Authority** in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

23 Excuse from performance of obligations

23.1 If the Affected Party is rendered wholly or partially unable to perform its obligations under this Contract because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

i. the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

ii. the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

iii. If the Affected Party is able to resume performance of its obligations under this Contract, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

Contract Format: Contract form for Providing Blood Test

Chief Health Officer (Public Health),
Ground Floor, Annex-2, N R Square,
Bengaluru-560002

CM Contract No._____dated_____

This is in continuation to this office's Notification for Award of contract No ..... dated .
Name & address of the Service Provider: …….....
Reference: (i) Tender Enquiry Document No ……. Dated …….and subsequent Amendment No
……, dated ……. (if any), issued by the CHO,BBMP~~),~~ Department of Health & Family Welfare Services (ii) Service Provider's Tender No ……. Dated... and subsequent communication(s) No …….

Dated..... (if any), exchanged between the supplier and the purchaser in connection with this tender.

THIS AGREEMENT made the …… Day of …….. 2024 between CHO, PH (hereinafter called the Procurer) of one part and..... (name of service provider) (Hereinafter called the Service Provider) of the other part:

WHEREAS the Procurer is desirous that certain services should be provided by the Service Provider, viz, (brief description of services) and the Procurer has accepted a tender submitted by the Service Provider for the Services for the sum of..... (Contract price in words and figures) (Hereinafter called the Contract Price),

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

i. The following documents shall be deemed to form part of and be read and constructed as integral part of this Contract, viz.:
   - Section 1 – Instructions to Bidders including all Appendices;
   - Section 2 – Terms and Conditions of the Contract including Contract Format
   - NOTE: Additional relevant points may be added to the draft contract before signing of the final MoU

ii. In consideration of the payments to be made by the Procurer the Service Provider hereby covenants to provide the diagnostic laboratory services for the specified facilities in conformity in allrespects with the provisions of the Contract.

iii. The Procurer hereby covenants to pay the Service Provider in consideration of the services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

iv. The bank guarantee valid till_____[(fill the date)] for an amount of Rs. _____[(fill amount) equivalent to 5% (minimum) of the cost of the contract value] shall be furnished in the prescribed format given in the TE document, within a period of 15 (fifteen) days of issue of Notice for Award of Contract failing which the Bid Security shall be forfeited.

v. Payment terms: The payment will be made against the bills raised to the Authority by the Service Provider on monthly basis after satisfactory completion of said period, duly certified by the

designated official. The payment will be made in Indian Rupees.

(Signature, name and address of authorised official)
For and on behalf of_____
Received and accepted this contract
(Signature, name and address of the supplier's executive duly authorised to sign on behalf of the Provider)

For and on behalf of _____
(Name and address of the Provider)
(Seal of the provider)

Date:_____
Place: _____